

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDMONDS, WASHINGTON
AND THE CITY OF MILL CREEK, WASHINGTON
FOR A DOMESTIC VIOLENCE COORDINATOR**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this 10th day of May, 2016, by and between the CITY OF EDMONDS, a Washington municipal corporation (hereinafter referred to as "Edmonds") and the CITY OF MILL CREEK, Washington municipal corporation (hereinafter referred to as "Mill Creek"), each party having been duly organized and existing under the laws of the State of Washington.

RECITALS

WHEREAS, Edmonds and Mill Creek each require the services of a Domestic Violence Coordinator to assist the Prosecutor and victims of domestic violence in each City; and

WHEREAS, Edmonds is authorized by law to hire and retain an employee to provide domestic violence coordination services to assist victims and the City Prosecutor in domestic violence cases for the Municipal Court; and

WHEREAS, Edmonds continues to require Domestic Violence Coordinator services for the benefit of Edmonds; and

WHEREAS, Edmonds is amenable to allowing Mill Creek to compensate Edmonds in exchange for receiving services that will be performed by the Edmonds Domestic Violence Coordinator under the employment, direction, and supervision of Edmonds; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, Edmonds and Mill Creek have considered the costs for such services and skills required, and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law to share such services in cooperation with each other; and

WHEREAS, this interlocal Agreement was authorized by the Edmonds City Council on January 5, 2016 and the Mill Creek City Council on May 10, 2016;

NOW THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Purpose:** The purpose of this Agreement is to clarify the conditions under which Edmonds will provide the following services to Mill Creek (and as itemized further in Attachment A):

- a. The Domestic Violence Coordinator (hereinafter referred to as “DVC”) is employed by Edmonds at all times, and is under the direction, supervision, and control of Edmonds.
- b. In return for compensation, Edmonds shall direct the DVC to provide Mill Creek with services for approximately 33% of the total work time by the DVC at mutually agreed upon days and times. Both parties accept minor variations to the 66% of the total time to Edmonds or 33% of the total time to Mill Creek. It is considered impractical to insure precise distribution due to the variation of workload requirements on any particular day, and distribution of holidays, sick leave, and vacation days.
- c. As the employer, Edmonds shall provide an office and all supplies necessary for the DVC’s work. At the convenience of Mill Creek, Mill Creek may also provide an alternative workspace in Mill Creek.
- d. The DVC will work under Edmonds’ rules and directions. In the event that there is a conflict between Edmonds’ personnel activities and rules, and Mill Creek’s, then Edmonds’ will prevail.

2. **Duration:** The term of the Agreement shall be from January 1, 2016 through December 31, 2018. The Agreement may be renewed for successive periods of three years, upon approval by each respective City Council at the time of renewal.

3. **Contacts:** Notice regarding the Agreement terms, conditions, rates, or other communications shall be addressed to:

City of Edmonds
Assistant Chief of Police
250 5th Avenue North
Edmonds, WA 98020

City of Mill Creek
Chief of Police
15728 Main Street
Mill Creek, WA 98012

4. **Compensation from Mill Creek**

- a. Mill Creek shall pay Edmonds a percentage of Edmonds’ salary and benefits costs for the DVC that is equal to the percentage of time the DVC is assigned to provide services to Mill Creek. The amount will be billed in monthly installments. For 2016, Mill Creek shall pay Edmonds an amount not to exceed \$11,119.08, in monthly installments of \$926.59 as billed to Mill Creek by Edmonds, as its share of the DVC yearly salary and benefits. Should the DVC position be vacant for a portion of the month, Edmonds shall pro-rate the invoice accordingly. The annual not to exceed amount will be adjusted annually by an amount equal to the percentage of Edmonds’ hourly salary and benefits costs increases for the DVC as negotiated within its

collective bargaining agreement with the Edmonds Police Officers Association, Staff Support Group. Mill Creek understands that the DVC position is represented by this union, and that the salary for the position is governed by the current Collective Bargaining Agreement (CBA) between the EPOA and Edmonds and may increase as a result of negotiated Cost-of-Living Adjustments (COLA), step increases, longevity pay, and pro-rated increases associated with the 1% accreditation premium. Mill Creek will be invoiced for its pro-rata share of all pay and benefits (Social Security, L&I, and PERS 2) that may be due based on the current rate of pay and any increases negotiated for the DVC.

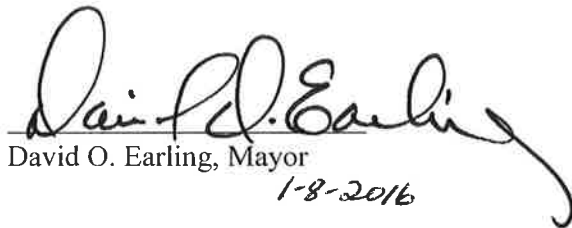
- b. Edmonds will send the monthly invoice to the Mill Creek Chief of Police.
- c. Should Mill Creek require services under the Agreement that require overtime pay under Edmonds' rules, Edmonds shall pay the overtime pay to the DVC and invoice Mill Creek for reimbursement as soon as such costs are known to Edmonds.
- d. In future budget cycles, Edmonds shall notify Mill Creek of any anticipated DVC yearly salary and benefits rate increases, as described in Section 4(a), by October 15th of the year preceding the effective date of any change. By budgeting sufficient funds to pay the increased yearly salary rate, Mill Creek will be deemed to have approved the change and the rate charged to Mill Creek under this Agreement, which shall thereby be deemed amended.

- 5. **Record Keeping:** Edmonds agrees to maintain records relative to the DVC employment, and to make such records available to Mill Creek upon request.
- 6. **Indemnification and Insurance:** Edmonds shall indemnify Mill Creek, its officers, agents and employees, from and against any claim, damages, loses, and expenses, including but not limited to reasonable attorney's fees, arising from Edmonds' performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of Mill Creek, its officers, agents or employees, Edmonds' indemnification obligation hereunder shall be limited to Edmonds' proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- 7. **Termination:** This Agreement may be terminated before expiration by written notice from either party. Termination by such notice shall become effective 90 days after receipt of notice.
- 8. **Governing Law:** The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement.
- 9. **Entire Agreement:** This Agreement represents the entire integrated Interlocal Agreement between Edmonds and Mill Creek and supersedes all prior negotiations, representations, or agreements on this matter, either written or oral.

10. **Interlocal Cooperation Act:** The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein. No partnership or joint venture between the parties is created by this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on _____, 2016.

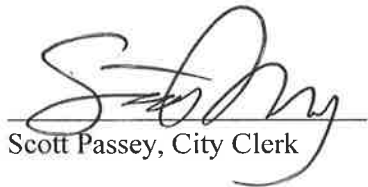
CITY OF EDMONDS


David O. Earling, Mayor
1-8-2016

CITY OF MILL CREEK


Rebecca Polizzotto, City Manager

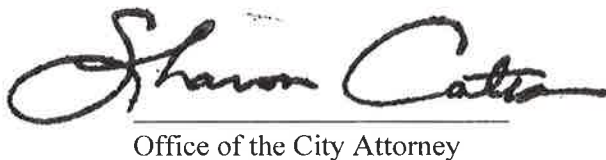
ATTEST/AUTHENTICATED:


Scott Passey, City Clerk

ATTEST/AUTHENTICATED:


Kelly Chelm, City Clerk

APPROVED AS TO FORM


Office of the City Attorney

APPROVED AS TO FORM



Attachment A

City of
EDMONDS
Washington

DOMESTIC VIOLENCE COORDINATOR – Part Time

Department:	Police		
Bargaining Unit:	Law Support	FLSA Status:	Non Exempt
Revised Date:	January 2012	Reports To:	Sergeant

POSITION PURPOSE: Under the supervision of a sergeant, responsible for the coordination of domestic violence related cases between victims, police department, prosecuting attorney's office and the Courts of jurisdiction; provides victims of domestic violence with education; assists with safety planning and refers them to community agencies as needed for safe housing or other immediate needs; makes recommendations to the City Prosecutor regarding case outcomes and provides input to the Municipal Court Judge regarding issuing/terminating No Contact Orders on criminal cases; provides support to victims at court hearings and assists victims in understanding the civil and criminal legal system; provides information and assistance related to obtaining civil protection orders.

ESSENTIAL JOB FUNCTIONS AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Supports, educates and assists victims of domestic violence through the criminal proceedings in municipal and superior courts; provides information regarding criminal justice procedures and appears with domestic violence victims at arraignments, pre-trial hearings, trials and other court hearings as deemed necessary.
- Provides information to domestic violence victims regarding the benefits of prosecuting domestic violence cases.
- Receives and reviews all police reports concerning domestic violence regardless if a crime has occurred.
- Assists officers and detectives in obtaining evidence of domestic violence; takes photographs of victims' injuries, researches prior history of abuse and obtains medical records and document findings in accordance with departmental policy.
- Contacts victims of domestic violence by phone to provide information or to set up appointments to meet in person.

- Assesses victim's immediate needs (i.e. safe housing, income, etc.), helps victim develop a safety plan; provides information regarding filing for and obtaining civil protection orders.
- Mails domestic violence related materials and community resource information to domestic violence victims and meets with victims of domestic violence to provide case information, domestic violence education, safety planning and referrals to community resources.
- Appears at court hearings related to domestic violence cases; provides input to the Prosecutor and the Judge regarding No Contact Orders and attends arraignments and pretrial hearings.
- Updates domestic violence victims on the status of criminal cases after court hearings where victims are not present.
- Reviews domestic violence cases with City Prosecutor to discuss best outcomes for each case and makes charging and sentencing recommendations.
- Develops reference materials for use by court staff, prosecuting attorney and domestic violence victims.
- Responds to telephone and walk-in requests for service and refers victims to social service or community agencies as appropriate.
- Prepares statistical reports as directed and attends department staff meeting when requested.
- Keeps updated file information pertaining to all criminal cases via computer; communicates via email with the Prosecutor and Probation Department regarding criminal cases and corresponds with outside agencies and other professionals to discuss domestic violence related issues.
- Prepares required reports and other documents as required and assist in developing operational policies and procedures. Assists in training department personnel relative to domestic violence.
- Maintains physical abilities as noted under Working Conditions (below).
- Performs other duties as assigned.

Required Knowledge of:

- Principles and dynamics of domestic violence.
- Federal, state and local laws relating to domestic violence, protection orders and No Contact Orders.
- City and department policies.
- Criminal justice system and procedures in municipal court and state court.
- Victimology and crisis intervention techniques.
- Locating and finding resources for victims' assistance.
- Report preparation and record keeping.
- Effective communication principles and practices to include public relations.
- Current office procedures, methods, and equipment including computers and computer applications such as word processing and spreadsheets.
- English usage, spelling, grammar and punctuation.
- Principles of business letter writing.

Required Skill in:

- Ability to manage multiple tasks, assignments and follow-up investigations.
- Responding effectively in crisis situations with a judgment free attitude.
- Working with individuals and agencies with a variety of backgrounds and purposes.
- Familiarity with community resources and ability to make appropriate referrals.
- Working directly with adult and child victims of domestic violence.
- Testifying accurately and effectively in court.
- Interviewing victims, witnesses, and suspects.
- Interpreting and administering policies and procedures sufficient to administer, discuss, resolve, and explain them.
- Maintaining confidentiality and communicating with tact and diplomacy.
- Effective oral and written communication principles and practices to include public relations and customer service.
- Current office procedures, methods and equipment including computers and computer applications affecting work.
- English usage, spelling, grammar and punctuation.

MINIMUM QUALIFICATIONS:**Education and Experience:**

Preferred education and experience are an Associate's Degree in Social or Behavioral Science, Criminal Justice, Psychology, or related field and prior experience in the legal system working in a non-profit victim oriented program or within the criminal justice system performing domestic violence/victims advocacy, assisting victims, or performing crisis/counseling intervention; OR an equivalent combination of education, training and experience.

Licenses or Certifications:

Valid Washington State Driver License.

Must be able to successfully complete and pass background check.

May be required to successfully complete and pass other examinations as required by law or by city and department policies and/or Civil Service Commission Rules and Regulations.

WORKING CONDITIONS:**Environment:**

- Standard office environment.
- Driving a vehicle to conduct work.

Physical Abilities:

- Hearing, speaking, or otherwise communicating to exchange information with others in person or on the telephone.

- Sitting, standing or otherwise remaining stationary for extended periods of time.
- Operating a computer keyboard and camera.
- Ascending/descending stairs and walking.
- Lifting/carrying, pushing or pulling heavy items up to 50 pounds.
- Bending at the waist, kneeling or crouching or otherwise positioning oneself to accomplish tasks.
- Operating a computer keyboard.

Hazards:

- The nature of the position can involve situations which may present a danger to personal safety.
- Exposure to infectious disease.

Incumbent Signature: _____ **Date:** _____

Department Head: _____